

AGREEMENT FOR FUTURE SHARED ACCESS FOR _____

This is an Agreement between the Utah Department of Transportation, hereinafter referred to as UDOT; and _____ and their successors and assigns.

1. **PREMISE** _____ owns the real property, as described in "Exhibit A", hereinafter referred to as _____. The property located adjacent to and directly to the ____ of _____ as shown in "Exhibit B" is known hereafter as "Property B": _____ has requested access to _____ for _____. "Property B" does not currently have intentions to construct or to reconstruct access to "Property B", but may desire to do so in the future.

2. **AGREEMENT**. In consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

_____ will be granted access to _____ for _____ as shown in the submitted site plans and attached hereto with the provision that when "Property B" is ready to develop or redevelop, _____ and their successors and assigns will allow the construction or reconstruction of a common access to the properties.

(a) **Easement**. _____ and _____, their successors and assigns will provide for a driveway for the common use of the parties, their successors and assigns for driveway and access purposes. When said construction occurs, the parties will provide for the construction and maintenance of the driveway under separate agreement.

_____ and _____ hereby grants to "Property B", their successors and assigns, a perpetual nonexclusive easement for ingress and egress over the ____ feet of the _____ and _____ Property, as shown in the plans attached and made a part hereof. The easements granted hereunder are created for the purpose of allowing ingress and egress to both properties from _____

_____.

(b) Relinquishment. When said common access is constructed,
_____ and _____ Property agrees to relinquish all
prior rights of access to his/her respective properties.

(c) Obstructions. _____ and _____ will keep
the driveway clear of any and all obstructions and shall not allow any structures or sign to be placed so
close to the driveway as to inhibit free ingress and egress from either property. _____ and
_____ shall not allow any vehicles to be parked on the driveway so as to
obstruct access. The access is to be used for all purposes reasonably necessary for the full use of the
properties.

(d) Permit. The access shall be subject to all restrictions specified by the Utah
Department of Transportation Highway Encroachment Permit to be issued for the access.

3. DUPLICATE ORIGINALS. This agreement shall be executed in duplicate, each
copy of which shall be deemed an original.

DATED this _____ of _____, 20____

owner

Doug Bassett
Traffic Engineer

Witnessed as to

Barry Sawsak
Region Right of Way Control Coordinator

STATE OF UTAH
COUNTY OF UTAH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by to me
or who as produced _____ as identification, and who did (did not) take an oath.

Notary Public in and for the
State last aforesaid.
My Commission Expires:

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